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A

STATEMENT,

&c. &c.

1795. d

BRITISH MUSEUM

A STATEMENT

OF THE

DIFFERENCES

SUBSISTING BETWEEN THE

PROPRIETORS AND PERFORMERS

OF THE

Theatre-Royal, Covent-Garden.

GIVEN IN THE

CORRESPONDENCE

WHICH HAS PASSED BETWEEN THEM.

BY

JOHN JOHNSTONE,
JOSEPH GEORGE HOLMAN,
ALEXANDER POPE,
CHARLES INCLEDON,
JOS. S. MUNDEN,
JOHN FAWCETT,
THOMAS KNIGHT,
HENRY ERSKINE JOHNSTON.

———————O! it is excellent
To have a giant's ſtrength; but it is tyrannous
To uſe it like a giant. SHAKSPEARE.

LONDON:

PRINTED BY J. DAVIS, CHANCERY-LANE,

FOR W. MILLER, OLD BOND-STREET.

M.DCCC.

BRITISH MUSEUM

ADVERTISEMENT.

THE duty we owe the Public demands an explanation of the preſent intruſion on its attention. It was ever our wiſh, and for ſome time our hope, that the differences ſubſiſting between the Proprietors and Performers of the Theatre-Royal Covent-Garden would have terminated amicably and privately.

We are at length convinced, to our great regret, that thoſe wiſhes and hopes were vain.

As our diſpute, therefore, muſt eventually become a ſubject of general notoriety and diſcuſſion, we truſt we are juſtified in our preſent reſolution of offering to the Public the whole Proceedings, equally furniſhing the arguments of the Proprietors with our own. This communication is the more neceſſary, from a report being very current to this effect

fect—That a Statement has been preſented, and our conduct been diſapproved *in a quarter where deciſion muſt follow opinion.* We are aware how much the reſpect attached to ſentiments ſuppoſed to proceed from ſuch a ſource, muſt excite prejudice againſt our cauſe. We therefore feel ourſelves called upon thus publicly to declare, that no Statement containing our arguments in the defence of our proceedings, has yet approached the Great Tribunal to which we allude; conſequently the known juſtice of that Tribunal renders it impoſſible for an opinion which, in its nature, amounts to a decree to have been given againſt us unheard.—Another ſtrong motive for our adoption of the preſent meaſure ariſes from a poſitive knowledge that Extracts from Letters, written on the part of the Proprietors, and ſent to us officially in the courſe of this tranſaction, have been handed about, and are in poſſeſſion of perſons totally unconnected with the buſineſs in agitation.—Thus liable to be judged from partial repreſentation, it behoves us, by a fair and full Statement of every particular, to endeavour to eradicate impreſſions unfavourably received, and to ſubmit our cauſe

to

to the opinion of that Public, on whoſe approbation depends our very exiſtence.

JOHN JOHNSTONE,
JOSEPH GEORGE HOLMAN,
ALEXANDER POPE,
JOS. S. MUNDEN,
CHARLES INCLEDON,
JOHN FAWCETT,
THOMAS KNIGHT,
HENRY ERSKINE JOHNSTON.

STATE-

to the opinion of that Public, on whole approbation depends our very existence.

JOHN JOHNSTONE,
JOSEPH GEORGE HOLMAN,
ALEXANDER POPE,
JOS. S. MUNDEN,
CHARLES INCLEDON,
JOHN PAWCETT,
THOMAS KNIGHT,
HENRY ERSKINE JOHNSTONE,

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STATE.

STATEMENT,

&c. &c.

PRIOR to the opening of Covent-Garden Theatre for the preſent ſeaſon, a Letter, of which the following is a copy, was ſent to the Performers of that Theatre, individually:

"SIR,

"I AM directed, by the Proprie-
" tors of Covent-Garden Theatre, to give you
" notice, That, in future, the charge for a
" Benefit will be £160, beſides the uſual
" charge of Supernumeraries; and that no
" more than three weeks notice will be
" given of the appointment of any Benefit.

"Your humble Servant,

"RICHARD HUGHES."

"Treaſury, Covent-Garden Theatre,
"July 26, 1799."

On the commencement of the preſent ſeaſon, the Performers found the uſe of their Orders reſtrained in a manner very unuſual, and apparently very unreaſonable; and were ſoon informed, that a number of other new reſtrictions had taken place, which, though individually of a nature ſeemingly trivial, yet, collectively, militated conſiderably againſt their comfort.

Grounds for remonſtrance appearing very ſolid, ſome of the Principal Performers agreed to aſſemble, to take into conſideration in what manner their complaints could be expreſſed with the greateſt propriety.

The perſons who met for this purpoſe were the Eight who have the honour of offering the preſent Statement.

Though in poſſeſſion of the poſitive knowledge that other Performers felt equally aggrieved, it was conceived that the aſſemblage of a larger number might not ſo well anſwer the purpoſes of deliberation; and, as the number ſpecified compriſed a majority of the Leading Performers of the Theatre, it was thought ſufficient to accompliſh every purpoſe deſirable to the body at large.

At this meeting, which took place in November

vember laſt, and we believe on the 20th, it was determined that a Committee, conſiſting of four *, ſhould wait on Mr. Harris, the Principal Proprietor of Covent-Garden Theatre, the next morning, and communicate to him the general ſentiments.

On calling at Mr. Harris's houſe, he appointed a meeting that very day at the Theatre. From his reception of the Committee, and from a great part of his converſation, ſtrong hope was entertained of his diſpoſition to grant redreſs.

At his deſire, the following Memorandums were ſent him; and we preſume the correſpondence will now ſupply the place of narrative.

A Copy of the Memorandums delivered to Mr. Harris on the 21ſt of November 1799.

SUCH arrangement to take place reſpecting Orders, as ſhall prevent all future difference of ſentiment between Proprietors and Performers.

* Meſſrs. Holman, Pope, Fawcett, and Knight.

The propoſed additional charge of Twenty Pounds, on Benefit nights, we conſider unreaſonable.

As alſo the exceſſive fine of Thirty Pounds, inſtead of Five, for the refuſal of a Character.

JOS. S. MUNDEN,
JOHN JOHNSTONE,
CHARLES INCLEDON,
HENRY ERSKINE JOHNSTON,
ALEXANDER POPE,
JOHN FAWCETT,
JOS. GEO. HOLMAN,
THOS. KNIGHT.

To Meſſrs. Munden, &c. &c. &c.

GENTLEMEN,

IN purſuance of my promiſe, I acquaint you with the ſentiments of the Proprietors on your Memorandums.

Reſpecting Orders, they ſay, that Orders have ever been held (and ever muſt be) as a

gratuitous indulgence on the part of the Theatre:—that the Proprietors are heartily diſpoſed to make that indulgence as accommodating as may be to the Performers, and have no intention of curtailing that indulgence; on the contrary, they mean that Orders ſhall be allowed to be current at leaſt as frequently as has been the practice heretofore; and that due notice ſhall be ſtuck up in the Green-Room, at twelve o'clock, on every day on which Orders are to be allowed. As to the charge on Benefit nights, the Proprietors ſay, that ſuch charge has ever been regulated by the actual expenditure of the Theatre on each night of performance; that the Treaſurer of the Theatre is ready to make declaration, that the preſent charge is much under the nightly expence; that the enlargement of the Theatre, and the advancement of the price, are much more than an equivalent to the Performers for the unavoidable increaſed charge; that the charge at Drury-Lane Theatre is Forty Pounds per night more than the preſent charge at Covent-Garden; that due notice was given to the whole Company, two months previous to the opening of the ſeaſon,

of the preſent eſtabliſhed advance; and that, therefore, no reaſonable ground of complaint appears to the Proprietors thereon.

As to the fine for refuſing a Character, the Proprietors ſay, that the ſame was eſtabliſhed at the end of the ſeaſon previous to the laſt, without a murmur; that many of you allowed the neceſſity of it; that the happy effect of it has been notorious, for, that not a ſingle fine has been impoſed ſince the preſent ſum was eſtabliſhed, on any one individual in the Company.

And now, Gentlemen, I muſt beg leave to declare to you, that, as a *Committee*, or a *Deputation*, I will henceforward know nothing of you; that every Performer is bound only by his own ſpecific agreement, as to the above Memorandums, and all other clauſes and conditions, and has no pretence of interfering for the reſt; that I truſt it is needleſs for me to ſay I have been, and ever will be, ready to liſten to the complaint, and to redreſs the wrong, of every individual; and that I remain happy in the conviction that every one of you (disjunctively) knows me to be

His aſſured Friend and Servant,

T. HARRIS.

Theatre, Nov. 30, 1799.

To Thomas Harris, Eſq.

SIR,

YOUR Anſwer, in the name of the Proprietors, to our Memorandums, we regret to find totally unſatisfactory.

By your deſire that we ſhould ſimply deliver to you Memorandums without the formality of a Memorial, we concluded that you fairly opened the door to diſcuſſion. We therefore briefly ſtated the grievances foremoſt in our minds, truſting that occaſion would not be denied us to ſubſtantiate by argument, thoſe ſo expreſſed; and to detail others hinted at in the converſation which a part of us had the honour of holding with you.

The laſt clauſe of your Letter fills us with the utmoſt concern, as we learn by it your reſolution to debar us of the friendly communication to which we confidently truſted for the redreſs of our grievances, and from which we ſincerely hoped we never ſhould have occaſion to appeal.

Though we conceive your prohibition of

all intercourſe with us ſufficiently ſtrong to preclude even an Anſwer to your Letter, yet we feel ourſelves irreſiſtibly influenced, by our ardent wiſhes for a friendly accommodation, to entreat you, Sir, to reſcind the determination of ſhutting your ears to the remonſtrances of a community, whoſe intereſts and yours ought never for an inſtant to be conſidered diſtinct.

We remain, Sir,

Your very obedient Servatns,

JOHN JOHNSTONE,
JOS. GEO. HOLMAN,
ALEXANDER POPE,
JOS. S. MUNDEN,
CHARLES INCLEDON,
JOHN FAWCETT,
THOS. KNIGHT,
H. E. JOHNSTON.

To Meſſrs. Johnſtone, &c. &c. &c.

Covent-Garden Theatre, Dec. 11, 1799.

GENTLEMEN,

I HAVE only to refer you to the Reſolutions contained in my laſt:—they were formed on the matureſt conſideration, and I repeat again, that if any individual among you has any juſt complaint reſpecting *himſelf*, I am ready now and always to hear and to redreſs it; but, to any Committee, or its Deputation, I will reply no more; being well aſſured, from an experience of a Theatre for thirty years, (and indeed your laſt Letter confirms the obvious truth,) that in ſuch a body imaginary grievances will ariſe continually and eternally.

I am, Gentlemen,

Your obedient Servant,

T. HARRIS.

To Joſ. Munden, Eſq.

DEAR MUNDEN,

I AM as much ſurpriſed, as I am concerned, to learn that ſome neceſſary regulations in the leſſer departments of the Theatre have been carried to an extent that has given my friends cauſe of uneaſineſs :— and I beg to aſſure them, if they will ſpecify the inſtances to me, they ſhall be immediately remedied, (as they would before, had I known of them,) having no wiſh more at heart, than being conſidered by my Brethren as their

Sincere Friend and Servant,

WM. THO. LEWIS.

December 13, 1799.

To William Thos. Lewis, Eſq.

DEAR SIR,

I HAVE communicated the contents of your obliging Letter, and am directed by

by my friends to aſſure you, that we all feel the greateſt ſatisfaction at the accommodation you ſo kindly propoſe.

Nothing can be more earneſtly the wiſh of our hearts, than to have our differences adjuſted in a manner ſo amicable, that no unpleaſant ſenſation may be left in the breaſt of any individual. But, as we muſt naturally look to the removal of the grievances of greateſt moment already expreſſed, before we enter into thoſe of an inferior nature, we anxiouſly wait your anſwer, to be informed whether thoſe points are likely to be reconſidered and redreſſed.

I remain, Dear Sir,

Your obedient humble Servant,

JOS. MUNDEN.

To this Letter from Mr. Munden, Mr. Lewis anſwered verbally, that, on the points expreſſed in our Memorandums, he agreed with the reſt of the Proprietors.

The negotiation with Mr. Lewis being at an end, it was thought neceſſary to anſwer

ſwer Mr. Harris on a point ſtrongly urged to us in both his Letters, and to the following effect:—"That he had been, and ever would be, ready to liſten to the complaint, and to redreſs the wrongs, of every *individual*."—We begged to acquaint him that we ſaw no reaſon for *individually* troubling him with our complaints; for, as they would be the ſame which we had *jointly* expreſſed to him, we could entertain no hope of his granting us *ſeparately* what he had refuſed us *collectively**.

Mr. Harris having ſtated in his firſt Letter, "That the Treaſurer of the Theatre is ready to make declaration, that the preſent charge is much under the nightly expence," it was thought proper to refer to the Treaſurer (Mr. Hughes) for information on the ſubject.—Meſſrs. Holman, Pope, Johnſtone and Munden were accordingly deputed for that purpoſe; when, on declaring himſelf unprepared to give the deſired information, he was requeſted to communicate it when he was able.—The following Letter was in conſequence received from him:

* The Copy of this Letter is loſt.

Meſſrs.

Meſſrs. Holman, Poſte, Johnſtone, and Munden.

GENTLEMEN,

ACCORDING to your requeſt on Monday laſt, I have, by the direction of Mr. Harris, made an accurate calculation of the nightly expences of the Theatre, and find that it exceeds very conſiderably the ſum of One Hundred and Sixty Pounds per night.

I am your humble Servant,

RICHARD HUGHES.

Treaſury, Cov. Gard. Theatre,
Dec. 19, 1799.

To Richard Hughes, Eſq. Treaſurer.

SIR,

MR. HARRIS's having referred us to you in your official capacity, we preſumed it was for the purpoſe of receiving not only the amount of the nightly expences, but their ſpecification. We ſhall eſteem

eſteem ourſelves obliged to you for the particulars as ſoon as may ſuit your convenience, as the difference of ſentiment which exiſts on this point muſt of courſe be finally adjuſted by the charges being proved to have their foundation in juſtice*.

We are, Sir, your humble Servants,

JOHN JOHNSTONE,
JOS. GEO. HOLMAN,
ALEXANDER POPE,
CHARLES INCLEDON,
JOS. S. MUNDEN,
JOHN FAWCETT,
THOS. KNIGHT,
H. E. JOHNSTON.

December 24, 1799.

To

**The following Letters were received, by the two Performers ſpecified, from Mr. Barlow, who was formerly Treaſurer of Covent-Garden Theatre.*

John Johnſtone, Eſq.

Cov.-Gard. Theatre, Dec. 24, 1799.

SIR,

As the Proprietors cannot recede from the following regulations eſtabliſhed in the Theatre, viz. That

Orders

To Meſſrs. John Johnſtone, Joſeph George Holman, Alexander Pope, Charles Incledon, Joſ. S. Munden, John Fawcett, Thomas Knight, and Henry Erſkine Johnſton.

GENTLEMEN,

THE Proprietors are of opinion, that the requeſt contained in yours of the 24th

---

Orders are to be conſidered in future, as they have ever been, only as a courteſy, and under no pretence as a right—That the fine for refuſing a Character be not leſs than 30l.—That the charge for a Benefit be not leſs than 160l.—And as you have combined yourſelf with ſeven other Performers, in the middle of a ſeaſon, for the avowed purpoſe of extorting a right to Orders, and of reſiſting the above regulations; the Proprietors requeſt you will let them underſtand, without delay, whether they are to conſider ſuch conduct, on your part, as a notice that you intend withdrawing yourſelf from the Theatre at the expiration of the preſent ſeaſon.

I am, Sir,

Your obedient Servant,

EDWARD BARLOW.

24th inſt. is, for obvious reaſons, totally unreaſonable; and, as you have thought proper to

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To Edward Barlow, Eſq.

SIR,

As you put your queſtion to me on falſe premiſes, I can make no anſwer to it.

I am, Sir,

Your obedient Servant,

JOHN JOHNSTONE.

Mr. H. E. Johnſton.

Cov. Gard. Theatre, Dec. 23, 1799.

SIR,

As you entered into an Article in July laſt, with the previous notice that the fine for refuſing a Character was Thirty Pounds, and of the advance in the charge for your Benefit, the Proprietors requeſt an explicit anſwer to the following queſtions:

1ſt, Whether, by your conduct in combining yourſelf with ſeven other Performers, you mean to get rid of certain clauſes in your Article?

2d, Whether you are deſirous, by ſuch means, of reſcinding your Articles altogether? Or, 3dly, Whether you only mean to extort from the Proprietors a right (never before heard of) of having free Admiſſions into the Theatre?

I am, Sir,

Your obedient Servant,

EDWARD BARLOW.

To

to refer to me, I hope the following corroboration of Mr. Harris's Letter of 30th November, in addition to my Note of the 19th inſt. will give you full ſatisfaction on the ſubjects therein ſtated.

The Proprietors ſay, " That the enlargement of the Theatre, and the advancement of the prices, is much more than an equivalent for the unavoidable increaſed charge of the Benefits."

To prove this, I have only to remind you of the receipts of your own Benefits in the laſt ſeaſon.

To Mr. Barlow.

SIR,

I CANNOT anſwer your queſtions; as, by the manner in which you aſk them, you appear to take for granted what has no foundation in truth.

H. E. JOHNSTON.

[We truſt the unjuſtifiable tenor of the above Letters from Mr. Barlow, is too obvious to need a comment.]

	Benefit Receipt.			Salary.			Clear Receipt of the Season.		
	£.	s.	d.	£.	s.	d.	£.	s.	d.
Mr. Incledon	619	1	0	413	6	8	888	14	2
Mr. Holman	350	2	0	380	0	0	517	14	2
Mr. Pope	335	19	6	380	0	0	965	0	4
Mrs. Pope	391	0	6	254	13	4			
Mr. Munden	630	12	6	380	0	0	868	6	0
Mr. Fawcett	532	6	6	380	0	0	761	2	6
Mr. H. Johnston	334	3	6	380	0	0	817	2	0
Mrs. H. Johnston	401	15	0	—	-	-			
Mr. J. Johnstone	478	0	0	318	6	8	650	17	2
Mr. Knight	392	3	0	318	6	8	566	16	2
	4465	3	6	3205	13	4	6095	12	4*

It is well known that the receipt on a Benefit is in proportion to the public eſtimation, or the extent of the circle of connection, each Actor may poſſeſs; and if any Performer ſhould be deficient in either or both of theſe circumſtances, it is aſſuredly unjuſt that the Proprietors ſhould be at a *certain* nightly loſs of a *large* ſum, merely to give a Performer, without popularity and

* For poſitive and immediate proof of the incorrectneſs of the above ſtatement, let the Reader take the trouble of adding up the column of "Salary," and of "Clear Receipts;" and for conviction of the fallacy of this calculation of income, and of the average made on it in the latter part of this Letter, we refer to pages 58 and 59.

without

without extenſive connection, a *chance* of obtaining, at beſt, a very *ſmall* one.

As to the fine for refuſing a Character, I have heard, and believe, that much diſguſt has been given to Authors, and much injury has been ſuſtained by the Property, by the rejection of Characters :—notwithſtanding which, Mr. Harris is perfectly correct in ſaying, he has never, at any time, directed a ſingle fine to be levied on either of the complaining parties ; and, as I believe, not more than four or five during the fourteen years I have been in the Treaſury.

The Proprietors ſay, That " Orders have ever been held as a gratuitous indulgence." I have never heard of any kind of pretence or claim to a right of Orders ; on the contrary, they have never been allowed on any night, without ſpecial leave of the Manager ; and when Orders have been ſent without ſuch permiſſion, they have been either ſtopped at the doors, or the amount of them deducted out of the ſalary of the Performer ſo offending againſt the eſtabliſhed uſage of the Theatre.

And now, Gentlemen, as a friend not only to my Employer but to the Theatre in

general, give me leave moſt earneſtly to entreat you to put an end to the preſent cabal in the Theatre, and to give over vainly endeavouring, by threats and other means, to prevail on reſpectable Actors to join in a combination which may probably end in very ſerious conſequences; the ſimple queſtion being no more than—Whether the Theatre ſhall be governed and controlled by Eight Performers, each of them receiving, in one ſeaſon, as above ſtated, on an average, £760 per annum, excluſive of his ſummer emolument, ſick or well, act or not act, without riſk of any ſort?—or, Whether the management, with all its detailed regulations, ſhould remain with the Proprietors, who, with the riſk of an enormous capital, loaded with every ſort of incumbrance, receive a profit very precarious, and depending altogether on conduct, good fortune, and the favour of the Public?

I remain, Gentlemen,

Your humble ſervant,

RICHARD HUGHES,
Treaſurer,
Cov. Gard. Theatre.

Treaſury, Cov. Gard. Theatre,
Dec. 25, 1799.

A ſe-

A ſecond negotiation was opened by Mr. Lewis in January, which ended without redreſs being offered on any ſubject of complaint.—During this negotiation, the affidavit of the Treaſurer was propoſed to be given in teſtimony that the nightly expences of Covent-Garden Theatre do amount to the ſum of 160l.—Our reaſons for conceiving that ſuch affidavit can convey no conviction on the ſubject of *Benefit Charges*, as well as every other circumſtance neceſſary for our juſtification throughout the whole of this tranſaction, will, we hope, be found in the following Letter, to which we ſolicit the attention of a candid Public *.

To

* It would be injuſtice to Mr. Cumberland's good intentions to omit the mention of his obliging interference in endeavouring to effect an amicable accommodation of the preſent difference; but, as it appeared that the Proprietors had only empowered him to negotiate, without inveſting him with any authority to declare their intention of removing our grievances, a ſhort converſation with that Gentleman left us more confirmed in the conviction that redreſs is not to be expected from the Proprietors.

In conſequence of the Morning Poſt of the 4th of Ja-

To Richard Hughes, Eſq. Treaſurer of the Theatre Royal, Covent-Garden.

SIR,

WE were willing to believe, that an anſwer to your Letter of the 25th of December would be needleſs; we flattered ourſelves with the hope that an amicable termination of our grievances would have taken place, and conſequently the neceſſity be removed for examining the grounds on which you endeavour to juſtify the conduct of the Proprietors:

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nuary having delivered ſentiments reſpecting the difference ſubſiſting between the Proprietors and Performers of Covent-Garden Theatre, notwithſtanding a declaration was made by the Proprietor of that Paper, that the ſtatement did not proceed from us—we received the following Letter:

Meſſrs. Holman, Pope, Johnſtones, Munden, Incledon, Fawcett and Knight.

"GENTLEMEN,

A MOST groſs miſ-ſtatement of facts having appeared in the Morning Poſt of Saturday the 4th inſt. and as ſome of the circumſtances therein contained muſt

Proprietors: but as the negotiations which have intervened prove their determination to grant us no redreſs, we feel it neceſſary to expreſs our ſentiments on that Letter, leſt it ſhould be ſuppoſed we are become converts to the opinions it maintains.

Your Letter begins by ſtating, That "the Proprietors are of opinion, that the requeſt contained in ours of the 24th (for a *ſpecification* of the Benefit expences) is, for obvious reaſons, totally unreaſonable."

We declare that no ſuch reaſons are obvious to us. When a queſtion in debate is, "Whether the propoſed charge on Benefit Nights be equitable or not?" we know no other proof of which the queſtion will ad-

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muſt apparently have been communicated by yourſelves, I am directed by the Proprietors to declare to you, that the nightly expences of the Theatre are very conſiderably above the ſum of 160l. per night, excluſive of any intereſt whatever being charged on the capital or purchaſe-money of the Theatre.

I remain, Gentlemen,
Your obedient humble Servant,
RICH. HUGHES, Treaſurer.

Treaſury, Cov. Gard. Theatre,
Jan. 9, 1800.

mit, but what will ariſe from a fair ſtatement of the particulars which conſtitute that charge.

It is moſt extraordinary that the Proprietors, who aſſert the charge to be juſt, ſhould withhold the only proof that can be given of its juſtice, and that they ſhould expreſs their wiſhes for our ſatisfaction on this point; and yet conceal from us what, if it manifeſt the equity of their demands, muſt convey to us immediate conviction of the futility of our objections.

It is no idle curioſity which actuates our inquiry—it is a queſtion in which our intereſt is moſt materially concerned; and we are at a loſs to conceive how that can be conſtrued an unreaſonable requeſt, which ſimply purports, that, on a night devoted to the excluſive emolument of the Actor, he ſhould be informed in what manner the expences incurred by him on that night are ſubſtantiated; more particularly, when he finds his charges augmented without any apparent cauſe.

The inquiry is clearly nowiſe repugnant to reaſon and juſtice; and that precedent has not ſanctioned a myſtery in Theatrical Accounts,

counts, is obvious from the nature of the early agreements made between Proprietors and Actors. The firſt contract entered into with Performers, under the Patent now held by the Directors of Covent-Garden Theatre, aſſigned a large portion of the nightly receipts to the Actors; conſequently, the books of the Treaſury were, originally, as open to them as to the Patentee.

However, as the Proprietors perſevere in depriving us of the information which would at once terminate this diſputed point, we will not imitate their ſilence; but, ſtating the grounds on which we object to their claims, endeavour to prove that we do not object unreaſonably.

The charge to be in future made for a Benefit is 160l.—As there are, on an average, one hundred and ninety-two acting nights in the ſeaſon, the yearly expences, to juſtify this charge, muſt amount to 30,720l.

We can by no poſſible ſtretch of conjecture account for ſuch enormous expenditure. Your own ſtatement of the yearly ſalaries of Ten Principal Performers, carries with it a ſtriking juſtification of our ſcepticiſm.

Thence it appears that the ſalaries of Mr. Ingledon,

Incledon, Mr. Holman, Mr. and Mrs. Pope, Mr. Munden, Mr. Fawcett, Mr. and Mrs. H. Johnſton, Mr. J. Johnſtone, and Mr. Knight, amount only to 3205l. 13s. 4d.* It is a natural preſumption, that the ſalaries of Performers conſtitute a very great proportion of theatrical diſburſement; yet ten principal ſalaries amount to ſcarcely more than a *tenth* part of the intended charge.

The Benefit Charge of Covent-Garden Theatre was, in the year 1780, only 64l. 5s. We find then, in twenty years, an advance of 95l. 15s. per night.

Are the ſalaries of Performers proportionably increaſed? No. On the contrary, notwithſtanding every article of neceſſary conſumption is prodigiouſly dearer; and although the prices of admiſſion to the Theatre are advanced, which the Public, no doubt, expects the Actors, jointly with the Managers, to reap the advantage of, ſtill there are no ſalaries in Covent-Garden equal, by many pounds per week, to the engagements given at and before the period alluded to. Witneſs the ſalaries of the late Mrs. Pope, Mrs.

* Correctly 3204l. 13s. 4d.

Yates,

Yates, Miſs Catley, Mr. and Mrs. Barry, &c. The two laſt Performers had jointly, for the ſeaſon, a ſum more than equal to half the ſalaries paid to the *ten* Performers whoſe preſent incomes you have particularized.

We have no reaſon to believe that the ſalaries of Performers are greater in the aggregate; and it plainly appears that Principal Actors enjoyed engagements infinitely ſuperior when the nightly charges were 64l. 5s. than now when they are propoſed to be 160l. How then the advance of 95l. 15s. per night can be juſtified, is beyond our conception.

The Proprietors ſay, That "the enlargement of the Theatre, and the advancement of the prices, is more than an equivalent for the unavoidable increaſed charge of the Benefits."

That the Performers ſhould be taxed by the Proprietors for the generoſity of the Public in allowing the prices of admiſſion to be advanced, is a queſtion which, we truſt, the Proprietors will willingly wave the diſcuſſion of.

Without either entering into a debate, whether the enlargement of the Theatre (if the Performers are to pay their ſhare towards

wards that enlargement) be an advantage to them in general, or not, we will at once proceed to examine how far the enlargement of the Theatre would juſtify the increaſed charge on the Benefits.

A fair intereſt for money laid out in building is, we are informed, about 7 per cent:—we will, however, make a greater allowance, and calculate at 8 per cent. It will appear, then, that, to authorize the increaſed charge of 95l. 15s. per night, which, on the average of one hundred and ninety-two acting nights, amounts to 18,384l. per ſeaſon, a capital ſhould have been expended of 229,800l.

That ſuch a capital can have been expended, is palpably impoſſible.

We ſhould not here omit obſerving, that whatever ſum is appropriated to building or ornamenting a Theatre, cannot, with juſtice, be rated in the ſame proportion on the Benefit nights as on the nights belonging to the Proprietors; for every alteration carries with it a particular attraction, which, of itſelf, materially reimburſes the expenditure, and this attraction ceaſes long before the Benefits commence; conſequently the Performers

formers ſhould not be charged for any diſburſement, but in the proportion as they experience from it actual advantage.

It was ſtated by Mr. Harris, during the converſation which Meſſrs. Holman, Pope, Fawcett and Knight had the honour of holding with him, that a very conſiderable ſum, which Mr. Harris believed to amount to 40,000l. had been expended for new ſcenery, and decorations of that nature, ſince he had engaged in the Property. In ſuch expenditure we feel ourſelves no further intereſted, than as wiſhing ſucceſs to all endeavours of the Proprietors for the entertainment of the Public, and their own emolument; for, the Performers being debarred by the Proprietors from preſenting to the Public, on their Benefit nights, any of the new pieces on which new ſcenery, new dreſſes, or new decorations of any kind are beſtowed, as long as thoſe pieces retain an intrinſic attraction, they cannot ſurely be expected to pay any part of ſuch expence, when in the profits derived from it they are not allowed to participate.

The Proprietors, ſo far from carrying ſuch expenditure to the Performer's account, ought

ought rather to abate ſome portion of the actual expences incurred by him, on the conſideration, that the many new and well decorated pieces, preſented throughout the ſeaſon on their own nights, operate very materially to diminiſh the attraction of a Benefit, which exhibiting only the old unadorned pieces, affords a mournful contraſt to the Manager's abundance of novelty and magnificence.

It is matter of great ſurpriſe and regret to us, to find that the Proprietors, of late years, have not only made the moſt exorbitant, and, as it manifeſtly appears, the moſt unfounded pecuniary demands on the Benefits, —but have alſo, in every other inſtance, leſſened their advantages.—Formerly, and that for ſome years after the commencement of Mr. Harris's connection with the Theatre, the Benefits began at a much earlier, and conſequently a much better part of the ſeaſon; ſo that moſt of the Principal Performers' nights took place before Eaſter. The inſtances too of the Proprietors producing new pieces during the courſe of the Benefits, (now grown ſo common, and obviouſly ſo inimical to the intereſts of the Actors) very

rarely

rarely occurred. The allowance of only three weeks notice (inſtead of a month's) of the night appointed for a Benefit, muſt evidently injure the Performer, in leſſening his means of ſecuring his friends from making other engagements, without rendering any obvious ſervice to the Manager.

How much the limitation of Orders muſt be hurtful to the Benefits, is too apparent to need inveſtigation.

It is manifeſt that Performers have been deprived of many valuable advantages relative to their Benefits, which they enjoyed when the nightly charges were only 64l. 5s. And what advantages, which they did not poſſeſs at that period, do they now enjoy, when the charges are rated at 160l.? Simply a larger houſe, and the advanced prices of Admiſſion.—For which it appears, then, that, waving all conſideration of the loſs of thoſe valuable advantages uncompenſated, they are charged at the rate of an expenditure of 229,800l. capital.

The capital expended ſhould even be larger to authorize the above additional charge; for it has not been reckoned that the Proprietors let the Theatre for Oratorios

eleven nights in the ſeaſon, and conſequently receive, on thoſe nights, an advanced payment for the advantages ſpecified.

We preſume enough has been ſaid to prove, that, for many years, Performers have received their Benefits on terms that juſtice cannot ſanction—The attempt to make ſtill further encroachments on them has compelled us to aſſert the right to receive them in future on a ſyſtem which ſhall have equity for its baſis.

The claim of Actors on this point—their right to a Benefit on equitable terms—the Proprietors, we truſt, will conſider indiſputable, as the precedent which eſtabliſhed it muſt be ſtrongly impreſſed on the minds of Gentlemen in poſſeſſion of that very Patent, whoſe power was ſuperſeded for the uſurpations of their predeceſſor Chriſtopher Rich on the Benefits of his Performers.

Want of ſucceſs has been the plea of former Proprietors for encroachments on Actors' emoluments; that certainly cannot be urged in the preſent ſtate of Covent-Garden Theatre, when the profits of the concern, to juſtify the rate of a late purchaſe in it, muſt be nearly trebled ſince Mr. Harris commencedProprietor.

In

In all transfers of dramatic property, it ſhould be conſidered by the new purchaſers that they enter into a concern which gives them the management of a profeſſional body poſſeſſed of many privileges; and though all of them are not confirmed in the eſpecial manner a Benefit right has been, ſtill moſt of them are eſtabliſhed by, what is allowed to conſtitute law,—immemorial uſage. Proprietors, therefore, cannot be juſtified in aboliſhing what they find thus eſtabliſhed; and it will prove a ſhallow plea for their abolition or infringement, that they may tend to leſſen what Managers chooſe to term *their* profits; for, as the privileges exiſt at the time the purchaſe is made, the purchaſe of courſe is or ſhould be made with due conſideration of their exiſtence.

Your ſtatement, Sir, of our incomes, moſt forcibly reminds us how little we can afford, in times of great expence like the preſent, to admit of deductions beyond what are authoriſed by ſtrict juſtice. A generous public, we are confident, would heartily ſubſcribe to this opinion, if informed that the higheſt ſalary received by any Performer of the Ten

you have ſpecified, excepting one, amounts only to £ 380 for the whole ſeaſon, and this liable to capricious deductions whenever Proprietors chooſe to ſhut up the Houſe for the rehearſal of a Pantomime, or any other object of convenience to themſelves; ſubject to deductions of a leſs warrantable nature, amounting to a total deprivation of income, at the time when income is moſt needed, in the hour of ſickneſs, and even when that ſickneſs has been cauſed by the Performer's exertions in the ſervice of his employers.

The Actor's income is now held on a tenure of the moſt precarious nature; temporary malady ſuſpends it, and permanent diſeaſe annihilates it.

At former periods of dramatic hiſtory, Proprietors, conſidering themſelves bound by the principles of juſtice and humanity to ſupport, in their decline, thoſe who in their vigour ſupported them, allowed penſions to ſuch Performers whoſe infirmities and advanced years obliged them to retire from the ſtage. We need not tell you, Sir, that ſuch penſions make no part of the expenditure of that Treaſury in which you preſide. No,

Sir;

Sir; the incomes of Actors, not Proprietors, experience diminution for the ſupport of their infirm and aged brethren.

And here it may not be improper to remark, as a ſtriking corroborating proof of the exorbitancy of Benefit charges, that, at both Theatres, the funds for relief of decayed Actors are obliged to forego their Benefits becauſe they dare not encounter the hazard of receiving them on ſuch terms as render the event almoſt a certain loſs. This fact, Sir, no one is more competent to confirm than yourſelf, who know that the iſſue of the laſt Fund-Benefit at Covent-Garden Theatre was a balance due to the Treaſury; which balance, we are ſorry to add, was accepted by the Proprietors!

You aſſert, Sir, that "it is well known that the receipt on a Benefit is in proportion to the public eſtimation, or to the extent of the circle of connection each Actor may poſſeſs."

That you are wrong in the firſt part of this poſition, is clearly proved by the fact laſt alluded to. What, Sir, can ſtand higher in the eſtimation of a liberal Public than an eſtabliſhment formed to give comfort to the

ſervants of that Public at the time they are moſt in need of its patronage, when under the preſſure of misfortune, or the infirmities of old age? and yet even the popularity of ſuch an inſtitution cannot ſecure the receipts of a Benefit from falling below the exorbitant ſum demanded for it by the Proprietors *.

Neither, Sir, is "the receipt of a Benefit in proportion to the extent of the circle of connection each Actor may poſſeſs." The Public at large, and an extenſive circle of connection alſo, (unleſs an Actor will undertake the painful taſk of explaining the particulars of his ſituation to that circle of

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* It may be added, in further confirmation of the exorbitancy of Benefit charges, that, in the preſent flouriſhing ſtate of the Theatre, when the profits of the concern muſt be nearly or fully trebled within the laſt thirty years—notwithſtanding the obvious advantage under which Benefits would now be received, if given on equitable terms—ſtill it is a notorious fact, that Authors dare not venture to ſtand the hazard of that long-eſtabliſhed mode of remuneration for their new pieces, but are obliged to ſell them for ſums conſiderably inferior to the gains derived from Authors' nights at the time when the profits of Proprietors were ſo very inadequate to their preſent magnitude.

connection,) are not ſufficiently acquainted with the mediocrity of Actors' incomes, and the extravagance of Benefit charges, to conſider their patronage, on that particular occaſion, of ſo much importance in the ſcale of an Actor's yearly emoluments as it really is.

It is obvious, that when Actors' ſalaries are ſuppoſed to be aſcertained, the manner in which they are rated is ſo fallacious, that, without minute explanation, they are generally conſidered to form an income far above reality.

When a Performer is ſtated to have £10 per week, calculation ſets to work, and, multiplying 10 by 52, finds that ſuch an Actor's yearly income is £520; when your own ſtatement proves, that it really amounts to no more than 318*l.* 6*s.* 8*d.* liable to all the deductions above ſpecified, beſides many other expences incidental to the profeſſion *.

Now,

* It ſhould be further explained, that an Actor's ſalary, even during the ſeaſon, is rated by the week, but only paid by the night; ſo that, at the commencement of the

 ſeaſon,

Now, Sir, as we preſume it is apparent that the receipt on a Benefit (though certainly much aided by public eſtimation and an extenſive circle of connection) is not in proportion to either or both of theſe cauſes, let us proceed to examine on what its proportion does depend. The Actor, it appears, is debarred by the Proprietors of the power of preſenting to his friends and the Public any piece poſſeſſed of the ſmalleſt intrinſic attraction; (for even thoſe are denied, —no longer in the claſs of novelties, if ſuppoſed to retain individual ſtrength.) He is alſo prevented from availing himſelf of the kindneſs of an Author who may tender him the firſt performance of a new play, becauſe the Proprietors have, of late years, (without any apparent ſhadow of right,) demanded a play ſo exhibited as their own future pro-

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ſeaſon, he receives but half the ſum he is nominally engaged at; during ſix weeks of Lent, only two-thirds; in Paſſion-week, nothing; Chriſtmas and Whitſun eves, and the 30th of January, &c. cauſe nightly deductions; and, beſides theſe certain periodical curtailments, the Proprietors are at liberty to leſſen the Performers' income by ſhutting up the Theatre on any night, and on as many nights in the ſeaſon as they pleaſe.

perty,

perty, without allowing the uſual terms, or *any* terms of ſatisfaction, to the Author.—The Benefits not commencing till the period when moſt of the places of entertainment for the ſummer ſeaſon are open, and in poſſeſſion of great attraction, both from novelty in conſequence of their winter vacation, and from affording accommodation more congenial to the probable ſtate of the weather, is another circumſtance which materially operates againſt the chance of ſucceſs.

Theſe drawbacks on Benefits, in addition to the others before ſpecified, convince an Actor of the ſmall ſecurity he poſſeſſes againſt loſs by his night, unleſs he apply with indefatigable perſonal effort to counteract the aggregate of diſadvantages.

He muſt with unwearied induſtry canvaſs every friend and acquaintance, and urge their influence with their moſt remote connections. He muſt diſplay, in large public companies, whatever talents for conviviality nature may have beſtowed upon him; and this cannot be done but at a certain expence, and probably with a conſequence worſe than expence, the injury of his health.

Yet, driven to theſe hard reſources, the

Proprietors inſiſt on participating in profits ſo painfully earned; and, becauſe ſome few of the profeſſion can obtain large receipts by theſe means, the whole body muſt be equally taxed, many of which are without the inclination and without the ability to profit by ſuch efforts.

From unwillingneſs to let you remain in error on any point which we could elucidate, we have taken thus much pains to prove how erroneous is your poſition reſpecting the proportion of a Benefit receipt. But even were your poſition admitted, we truſt the conſequences you deduce from it would be equally untenable. You ſay, "It is well known that the receipt on a Benefit is in proportion to the public eſtimation, or the extent of the circle of connection each Actor may poſſeſs; and if any Performer ſhould be deficient in either or both of theſe circumſtances, it is aſſuredly unjuſt that the Proprietors ſhould be at a *certain* nightly loſs of a *large* ſum, merely to give a Performer, without popularity and without extenſive connection, a *chance* of obtaining, at beſt, a very *ſmall* one."

On *whatever* circumſtances, Sir, the receipt

ceipt of a Benefit may depend, whether on public eſtimation, extent of connection, or the other cauſes we have ſtated, it is clearly evident that they are all circumſtances abſolutely attached to the Actor himſelf as an individual. Then, what poſſible claim have the Proprietors to a ſhare of profits ariſing from advantages perſonally appertaining to the Actor, and conſequently which he alone has the right of enjoying?

If, then, the Actor poſſeſſed of any circumſtances favourable to his intereſt has clearly the right of enjoying them free from the Managers' taxation, what concern is it of the Managers, whether a Benefit be taken by an Actor enjoying thoſe advantages, or by one totally devoid of them?

By what you advance reſpecting the "*certain* nightly loſs of a *large* ſum," we conclude you muſt mean the difference between the Manager's profits on one of his own nights and on the night of a Performer's Benefit; and you plainly *imply*, that a Benefit ſhould not be given to any Performer whoſe extent of intereſt, &c. cannot enable him to make up to the Managers a ſum

equal

equal to the loſs experienced by giving the Benefit.

It was with the utmoſt aſtoniſhment we heard Mr. Harris utter ſimilar ſentiments, in ſtating, "That if he choſe to charge £200 for a Benefit, it would only reſt with an Actor to conſider whether he could venture to take one on ſuch terms." This doctrine totally annihilates the nature of a Benefit; and it was for ſuch attempts that a former Patentee was puniſhed in the exemplary manner we have ſpecified.

But, paſſing over ſentiments which ſet reaſon and precedent at defiance, and which, we hope, have been inadvertently advanced, let us proceed to examine on what poſſible ſyſtem the Benefit charges can be calculated to make their amount ſo enormous. That ſome ſyſtem is adopted, we believe from declarations made by the Proprietors and yourſelf: that the ſyſtem muſt be erroneous, we truſt that inveſtigation will clearly manifeſt.

We have been aſſured that no intereſt is laid on a Benefit for "capital or purchaſe-money." This information only increaſes

our

our aſtoniſhment at the magnitude of the charge.

We muſt not omit obſerving, that when this declaration was made to us by a Proprietor, it was accompanied with the comment, that, although capital was *not* charged, there was no intention of declaring that it *ought not* to be charged. As it therefore may be placed to account at ſome future period, it is neceſſary we ſhould offer reaſons againſt the juſtice of its admiſſion.

If intereſt be charged on a Benefit for the value of the Patent, it muſt produce this irrational conſequence, that as the Patent becomes of more value to the Proprietors from increaſed profits, the Performers would not only be deprived of the portion of advantage to which they are juſtly entitled from being the inſtruments of this increaſe, but would actually find their emoluments leſſened in proportion to the additional gains of the Managers; for, as it is fully proved that Actors do not receive their Benefits under the ſame advantages that attend the Proprietors' nights, it would follow, that, ſhould they chooſe to advance the Benefit charges in proportion to their advanced profits,

fits, the Performers would be actually mulcted in their incomes for having ſerved their employers ſo well as to augment the value of their property.

It is rational that the profits of a theatrical concern ſhould regulate the purchaſe-money to a new Proprietor; but in all transfers of ſuch property, the rights of Actors ſhould ſuffer no infringement; and conſequently the Benefits be conſidered ſo diſtinct as to be nowiſe affected by the ſale: in fact, the new purchaſer buys all the nights in the ſeaſon, *the Benefits excepted.* Should it be urged againſt us, that, although the right of *increaſing* the charge on the Actors according to the *additional* value of the Patent be admitted as unjuſtifiable, ſtill the *original value* of the Patent ought to be rated in the Performer's account; we anſwer, that the Patent being originally a grant from the Crown, we humbly conceive that it was beſtowed equally for the *protection of a profeſſion*, as *for the advantage of an individual.*

Having, we preſume, manifeſted the injuſtice of any attempt to charge an intereſt for the purchaſe-money of the Patent on the

Benefits

Benefits of the Performers, we will proceed to examine a ſpecies of charge which we have already touched upon, and of the exiſtence of which we have been aſſured.

It has been mentioned that Mr. Harris aſſerted, in vindication of the amount of Benefit charges, that 40,000l. or thereabouts had been expended during his management for new ſcenery, decorations, &c. which, as we have already ſtated the Proprietors not allowing the Performers to derive any advantage from on their Benefits, cannot with juſtice be charged to them.

We have further to obſerve on this charge, that it plainly proves the conſequence of increaſed profit to the Proprietors to be diminution of emolument to the Performers. For it is fair to preſume, that expenſive decorations produce ſuperior profits, or Managers would be without a motive for providing them. But if Managers, not contented with the profits that reimburſe their expenditure, carry to their own account the gains, yet charge the Actors a ſhare of the expence—it muſt follow, that every ſplendid exhibition preſented to the Town by the Proprietors, and which in general the patronage of the Public,

lic, at the moment, pays the expences of doubly and trebly, becomes a permanent burthen on the Performer, though he has never enjoyed the advantage of it, and conſtitutes a part of the Benefit charges many years after the ſilks and ſatins which adorned it have been food for the moths, and the ſcenery crumbled to duſt.

The injuſtice of this ſpecies of charge is already, we truſt, ſufficiently manifeſt; but a little further examination of it will prove it ſtill more ſo.

This ſyſtem of the Proprietors, in not balancing their expences by their profits, but making an eſtimate of all their expenditure, and charging the proportion of it on Actors' Benefits, muſt, in the end, totally aboliſh Benefits altogether, by making the charge ſuperior in amount to the ſum any Theatre will contain *.

It

* After what has been ſaid on Benefit charges, we truſt it will be univerſally admitted, that the affidavit of the Treaſurer, propoſed to be taken in teſtimony that the nightly expences amount to 160l. can convey no proof that the Performers' Benefits ought to be rated at that ſum. —His integrity is not queſtioned; but there certainly appears

It is obvious that the advance of the fine from 5l. to 30l. for the refuſal of a Character allotted by the Managers, gives them the power of equalizing profeſſional talents, and making the Firſt Actor in the Theatre ſubmit to the work of the loweſt; or, from his reſiſtance in a few inſtances, they are enabled, by this main engine of oppreſſion, to extort from him his whole ſalary. It may be urged, that it is not for the Proprietor's intereſt to humiliate his Principal Actors.—Granted;

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pears ſtrong reaſon for preſuming, that any calculation by which the nightly expences even of the Proprietors can be brought to the above ſum, muſt be founded on erroneous principles.—The Treaſurer's teſtimony, ſupported by oath, can do no more than expreſs *his opinion* on the ſubject—which opinion, while there is cauſe for ſuppoſing it founded on error, can afford no ſatisfaction.—And even were it poſſible for his teſtimony to convey the moſt decided proof that the expences of the Proprietors, divided into nightly proportions, do actually amount to ſo high a ſum—we conceive it is evident that an equitable Benefit charge ſhould be diſencumbered of all thoſe expences which are incurred by the Proprietors for their *own excluſive advantage*.—An adjuſtment of this point, on the oath of an individual, can never be reconcileable to reaſon and juſtice; for, as a nice diſcrimination may be neceſſary to determine in what proportion particular articles

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Granted; but it has nevertheleſs been practiſed. For a proof we need only direct your recollection to the Pantomime of the Picture of Paris—where the Principal Performers of the Theatre were ordered to do worſe than the work of humble Actors—a work only fit for ſupernumeraries.—Great ſtreſs has been laid both by Mr. Harris and yourſelf on this ſpecies of Fine having been ſeldom exacted. —'Tis true it has not often been levied, and

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uſed at a Benefit ought to be charged to the Performer, it would be highly abſurd to ſuffer the deciſion to reſt on a *mere opinion*, delivered without *reference to the articles themſelves*, particularly when that opinion may be equally liable to allow the charge of items which ought not to be charged at all, as to rate others at a higher amount than an equitable inveſtigation would warrant.

Proprietors might with the greateſt eaſe afford Performers all the ſatisfaction required on this point without the expoſure of their private accounts, or the communication of any circumſtance of a nature to demand ſecrecy.—As thus—

Salaries of Performers per night . .
——— of Door-keepers, &c. &c. .
The Houſe-Rent and Taxes . . . .
For Candles, Coals, Oil, &c. . . .
For the uſe of Dreſſes, Scenery, &c. at an equitable rate . . . } .
&c. &c. &c. . . . . .

the reaſon we conceive to be obvious.—As a Performer can have little motive for refuſing a character fit for him, it is moſt likely that when a refuſal has taken place, the Managers, conſcious of having urged an improper meaſure, have had the diſcretion to withhold their error from the diſcuſſion which would have accompanied the enforcement of the penalty. In the inſtance above alluded to, two Performers refuſed to comply with the humiliating injunction; and though a fine was threatened, it was not enforced.

We truſt our reſiſtance to the eſtabliſhment of this Article is juſtified, on the principle that other Proprietors may be actuated by an equal wiſh to humiliate, and be leſs ſcrupulous in having ſuch a wiſh proclaimed.

Mr. Harris is not accurate in his ſtatement, that the increaſe of the fine was eſtabliſhed without a murmur. Some of us, whoſe Articles were made prior to the introduction of this advancement, received no official intimation of it;—and no one of us, who has ſigned an Article with that clauſe in it, but remonſtrated at the time on its injuſtice,

and was induced to ſign it only on that principle, which *(unleſs ſome protection be granted to them)* muſt compel Actors to ſubſcribe to any oppreſſion—the dread of being deprived of their profeſſional ſituation, and conſequently of the means of earning a maintenance.

If any thing need be added on this article, it may be urged, that it would betray in us a childiſh confidence to give our allowance to an oppreſſive penalty, on the hope that becauſe it had not yet been exacted, its exaction might be a rare occurrence.—It behoves us to declare, that we are not juſtified in the indulgence of the ſmalleſt ſecurity from the levy of an oppreſſive penalty, while the *ſick-clauſe*, which, we are informed, was originally introduced on the plea of its being a check on *feigned indiſpoſition*, is avowedly enforced in caſes of *real malady*.

You aſſert, Sir, and Mr. Harris has made the ſame aſſertion, That "the Proprietors ſay that Orders have ever been held as a gratuitous indulgence." We are forced to notice that Mr. Harris, in the courſe of ſome years, has made a great alteration in his terms of definition; for what he now calls a

gratuitous

gratuitous indulgence, he then denominated an *eſtabliſhed privilege*.—We allude, Sir, to the expreſſion which Mr. Colman, in his Anſwer to Mr. Harris and Mr. Rutherford's Narrative, ſtates Mr. Harris to have uſed reſpecting Performers' Orders, and to which, as it paſſed uncontradicted by Mr. Harris, we preſume that we are entitled to allow full authenticity. As the paſſage in Mr. Colman's letter may help to elucidate the preſent queſtion reſpecting Orders, we extract it.

" The day after Mr. Garton received the " letter directing him to charge as caſh the " Orders for admiſſion to the Theatre, iſſued " by the ſeveral Proprietors, or by their di- " rection; Mr. Garton, at my deſire, waited on " Mr. Harris, to know if he and Mr. Ruther- " ford meant to reſtrain the Performers from " occaſionally giving Orders to their friends " as uſual? Mr. Harris replied, that it was *an* " *eſtabliſhed privilege*, of which neither Mr. " Rutherford or himſelf ever wiſhed or in- " tended to deprive them. So that the only " perſons who were not to be allowed that " privilege were, it ſeems, the *Proprietors* " *themſelves*."

This, we conceive, is ſomewhat ſtrong,

Sir, in favour of our cauſe.—Hence it ſhould ſeem that Mr. Harris conſidered the *eſtabliſhed privilege* of Performers to Orders paramount even to the right of the Proprietors.

You proceed to ſay, "I have never heard of any kind of pretence or claim to a right of Orders." Do you not conceive, Sir, that Mr. Harris's ſentiments alone would form a very ſolid foundation for ſuch pretence or claim? You continue thus—"On the contrary, they have never been allowed on any night without ſpecial leave of the Manager; and when Orders have been ſent without ſuch permiſſion, they have been either ſtopped at the doors, or the amount of them deducted out of the ſalary of the Performer ſo offending againſt the eſtabliſhed uſage of the Theatre."

That the above particulars are agreeable to the eſtabliſhed uſage of the Theatre, we are juſtified in denying; but that ſuch practices have been introduced of late years, and even with added reſtrictions, (ſuch as Orders not being admitted after the firſt Act, &c.) we allow; and we conceive it ſtrange, Sir, that in detailing theſe facts you ſhould not be aware that you were deſcribing a part of our grievances.

grievances.—To diſcover the eſtabliſhed uſage of the Theatre on this ſubject, we muſt examine on what tenure Orders were held by Performers before the new modes were adopted, which, by degrees, have reduced to its preſent inſignificance what was once a very deſirable and important privilege.

Three of the Performers, who are now addreſſing you, can inform you, that on their entrance into Covent-Garden Theatre they enjoyed the privilege of writing Orders unreſtrained by any check, but of their own diſcretion. So far from receiving from the Manager a ſpecial leave for that purpoſe "nightly," they never received from him even a general leave or permiſſion, but wrote Orders as a privilege attached to their profeſſional ſituation.—It was equally well underſtood to be the cuſtom of the Theatre, that, on nights when from the obvious force of attraction overflowing houſes might naturally be expected, this privilege ſhould, for the intereſt of the Theatre, be repreſſed, and of courſe Performers forbore to exerciſe it, or exerciſed it ſparingly.

That ſurely looks ſomething very like a privilege which an Actor exerciſed as his own

act and deed, and was tolerated in the exerciſe of, without any expreſs permiſſion from the Manager, notified generally or individually. If the allowance for Performers to give Orders had always been conſidered a gratuitous indulgence, care ſhould have been taken to convey this information to every Performer on his admiſſion into the Theatre.—The rules by which Performers are to be governed are publicly exhibited, yet they are ſilent on this ſubject—they expreſs no reſtrictions on Orders.

It is very unlikely, from theſe omiſſions to declare Orders to be a gratuitous indulgence, that till now they were ever conſidered ſo; and we believe we are warranted in ſuppoſing that theſe very omiſſions, in defining their allowance to be *gratuitous*, would, if they had actually been ſo, have converted them into a *privilege*.

That the Proprietors, at all times, had the power of reſtriction when the Performer exceeded the bounds of reaſon either in writing Orders on improper nights, or in writing them too abundantly on any night, we are ready to admit; though we individually, for ſome years, never experienced its effects—

but this reſtricting power was formerly regulated on the plain principle of equity, that a privilege of the Actor ſhould not tend to the deſtruction of the Manager's property; which might have been the conſequence of ſuch privilege totally unreſtrained.

This latitude in giving written Orders was enjoyed by Performers till about the year 1787, when a habit commenced, contrary to former practice, of charging a portion of them as caſh whenever the receipt of the Houſe ſhould accidentally amount to a certain ſum—we believe 290l. As this capricious deduction from Performers' ſalaries depended on a caſualty, there was no ſecurity from it by any human foreſight; and, independently of its being a violation of eſtabliſhed uſage, it was conſidered as the moſt obvious injuſtice, that the attraction of particular Performers, to which alone the high receipts were frequently to be attributed, ſhould be actually converted to the diminution of their incomes.

However, what has been moſt commonly the caſe in diſputes between Proprietors and Actors happened on this occaſion:—the latter, fully conſcious of the power of the former, ſubmitted to a commutation, by

which they yielded the extenſive privilege handed down to them by their predeceſſors, for the poſſeſſion of a limited number of tickets, (three for the boxes, and four for the gallery,) which being iſſued from the Managers, ſhould preclude the poſſibility of any future mulct of this nature on the ſalaries.—Here then every future contention about Orders ſeemed likely to terminate. The Performers retained ſomething of their privilege, though under ſuch reſtrictions as would, even on the fulleſt night in the ſeaſon, prevent any ſerious diminution of the Manager's profits.

The Performers were the more reconciled to this change, from the readineſs with which they were ſupplied with Orders by the Treaſurer; and while this accommodation continued, they became almoſt indifferent to the frequent detention of their own.

Now, Sir, we are arrived at the criſis when our own Tickets have been altogether withheld for near a fortnight, the Houſe frequently during that time barely half full, and not a ſingle admiſſion to be obtained from the Treaſurer.

To prove that Actors are juſtified in oppoſing,

poſing, in its infancy, every attempt of Proprietors to introduce new modes to the violation of eſtabliſhed uſage, it appears to us only neceſſary to ſtate, that out of the *ſeven* Admiſſion Tickets, ſubſtituted by the Proprietors in lieu of Written Orders, *four* of the ſeven we have not been allowed the uſe of *ten times within the laſt three years.*

Independently of the conſideration of what we relinquiſhed for this limited number of Tickets, can any thing be more obviouſly irrational than the terms on which we hold them at the preſent moment? when, on *whatever* principle they might be granted us, it is an indiſputable fact that each of us poſſeſſes ſeven Admiſſion Tickets allowed by the Managers for the accommodation of our friends, and yet, to ſay nothing of the inconvenient, uncertain, and unfrequent manner in which the uſe of any part of them is permitted, it is notorious that the proportion of *four* to *ſeven* of that allotted number has been inadmiſſible *four hundred and fifty nights out of four hundred and ſixty.*

And now, Sir, to your concluding paragraph, which charges us with "endeavouring

ing by threats to prevail on reſpectable Actors to join in a combination"—

We can only anſwer ſuch charge by aſſerting its falſehood and defying its proof. They who continue tamely to ſubmit to oppreſſion in this land of freedom and juſtice, are the objects of our pity, not our threats.

The ſources of an Actor's income, the deductions from it, and its fallacious appearance, have been ſufficiently dwelt on to render unneceſſary any notice of the average you have made, otherwiſe than to ſay it is totally erroneous. You have calculated on *ten* incomes, and called them *eight*: you have repreſented too what you term a Benefit receipt, without any allowance for advertiſements, printer's bill, and a long train of *et cæteras*; and, in fact, without having any *datum* in your poſſeſſion from which you are enabled to form a judgment of what is a Benefit receipt, being entirely ignorant of what Tickets are given away, and what ſold, and of the deficiency in the payment for Tickets, which every Actor is liable to experience. Beſides your being inadequate to ſtate an Actor's *clear gains*, you

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have repreſented even his *nominal gains* in an unfair point of view; you calculate on what you term the clear receipts of the moſt productive ſeaſon ever known, and repreſent through that falſe medium his yearly income *.

The Proprietors, we apprehend, would not chooſe to have their yearly profits rated from the receipts of laſt ſeaſon.

To throw a better light on Benefit receipts than we truſt, Sir, your letter affords, let it be ſpecified what has been given in lieu of a Benefit to a Principal Actor, who was afraid to venture on taking one. Mr. Harris, as a ſubſtitute for Benefit profits, gave Mr. Murray, a few ſeaſons paſt, only £ 30; and even refuſed to continue to him that ſmall ſum.

We cannot reſtrain our aſtoniſhment at the aſſertion that an Actor receives his in-

* If no arguments had been hitherto advanced to warrant our refuſal of admitting the Treaſurer's teſtimony for poſitive proof, on a point of calculation of a moſt complicated nature, we truſt that our juſtification would need no other appeal than to the evident errors ariſing from a ſtatement ſo comparatively ſimple.

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come "sick or well." That *you* ſhould appear unacquainted with the *ſick-clauſe*, to whoſe province the enforcement of its penalties appertains, is incomprehenſible.

This *obnoxious article*, obtruded into an Actor's agreement, we conceive needs only be mentioned to excite abhorrence. Its injuſtice is ſurely ſelf-evident. What right has a Manager, engaging for a certain period the ſervices of an Actor, to demand his exemption from the "natural ſhocks that fleſh is heir to?" Does he not contract with a *human being* liable to the infirmities of his *fellow-mortals?* And ſhould not the diſadvantages attendant on theſe inherent infirmities be charged to him who receives the benefit of his capability? Does any other ſpecies of compact exiſt where all the eventual good is carried to one ſide of the account, and all the caſual evil is thrown on the other? Every deſcription of perſons, Actors excepted, under contract for a certain term, are equally ſupported in ſickneſs and in health, as apprentices, articled clerks, &c. Was it not determined that Managers had no right to make deductions from the ſalaries of Performers, on account of illneſs,

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by the verdict given againſt Mr. Harris in his trial with Mrs. Yates? And is not therefore the ſubſtitution of the ſick-clauſe a palpable counteraction of the eſtabliſhed principles of juſtice?

The relative ſituation of Actors of the preſent day with their employers affords a melancholy contraſt to the kind of connection ſubſiſting between them at former periods. Then, ſuch ſtability was attached to an Actor's ſituation, that diſmiſſion, while he was adequate to the duties of his profeſſion, was ſcarcely known, except in inſtances of a perſevering neglect of buſineſs, or ſome offence of moſt extraordinary magnitude:—Now, the ſlighteſt oppoſition, or heſitation to accord with arbitrary demands, nay the mere caprice of a Manager, is ſufficient for an Actor's expulſion; which not only amounts to baniſhment from one Theatre, but approaches nearly to profeſſional annihilation; the *managerial compact* precluding the other Theatre from opening its doors for his admiſſion.

It has been ſomewhere aſſerted, in defence of this oppreſſive compact, that while the Patents of Killigrew and Davenant had

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a ſeparate exiſtence, and regulated, in the reign of Charles the Second, the King's and the Duke's Companies of Comedians, an Actor had not the power of removing from one Theatre to the other without a regular diſcharge from the Manager he quitted. It ſhould be remembered, that the period alluded to forms a very ſhort ſpace in the annals of the Engliſh Drama; for thoſe two Patents were united, or, what is more likely, conſolidated for ever by the Monarch who granted them only twenty years after their origin. It is not our intention to attempt a denial of the exiſtence of the practice above mentioned; on the contrary, in the ſtate of the Theatres at that period, it was highly juſtifiable; for, when Actors were engaged for the whole term of life, as the agreement of Hart and Kynaſton proves, it was highly proper, where *capricious diſmiſſion* was guarded againſt, that *capricious ſeceſſion* ſhould alſo be precluded.

The right to the poſſeſſion of his caſt of characters, a moſt important privilege which appertained to the Actor, has of late years been ſo conſtantly violated, that it can ſcarcely be ſaid to exiſt.

The diſcontinuance on the part of the Managers to provide ſeveral articles uſed by the Performers profeſſionally, without making them any pecuniary compenſation, cauſes a conſiderable deduction from their emoluments.

Whence is it that the Proprietors derive confidence to make theſe multiplied uſurpations? And by what peculiar influence, unknown to their predeceſſors, do they ſuppoſe themſelves protected, that they ſhould perſevere in the denial of redreſs to our juſt remonſtrances? At two periods of Dramatic Hiſtory has a ſimilar obſtinacy in former poſſeſſors *of their Patent* compelled the aggrieved Performers to appeal for relief to the *fountain of juſtice:* we need not add, they did not appeal in vain.

If compelled to purſue the path preſcribed for us, with what confidence muſt we look forward to the removal of oppreſſion, when the Throne is filled by a Monarch whoſe paternal regard for his people's happineſs ſecures his humbleſt ſubjects in the enjoyment of rights ſanctioned by juſtice and long eſtabliſhment, and whoſe gracious clemency has guided his wiſdom to the acquirement of

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the moſt univerſal knowledge of whatever relates to the peculiar ſituations of the loweſt individuals born to look up to his protecting care! It has ever been our greateſt glory to ſee the Drama ſo highly honoured with the attention of our gracious Monarch, as to be made a favourite means of relaxation from the toils of ſovereignty; and we confidently truſt, that the benignity of his Royal Mind will be extended to diſpel the cares of thoſe from whoſe humble profeſſional efforts he has indulgently deigned to accept amuſement.

Here, Sir, we are deſirous to conclude, dwelling on reflections ſo grateful to our minds; but your direction of our attention to the "enormous capital loaded with every ſort of incumbrance," forces us to notice what we would willingly have been ſpared the mention of.

To this enormous capital, and thoſe complicated incumbrances, we are afraid the Performers are chiefly to attribute their burthens and deprivations.

What principally conſtitutes the enormous capital of the Theatre? Its immenſe profits! which are ever likely to prove a glittering

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lure to Gentlemen with ſmall fortunes, who are ambitious to embark in great concerns.

Whence ariſe theſe complicated incumbrances? From the original capitals of purchaſers being very inadequate to the nominal poſſeſſions they acquire, and from their eſtabliſhments according with what they oſtenſibly poſſeſs, and bearing no relation to what they actually embarked.

Hence it occurs, that, while the ſtream of public patronage flows ſo copiouſly to the Treaſury of the Theatre, its abundance is turned into private channels, leaving a ſcanty meaſure for the induſtrious body, by whoſe efforts the current of wealth and favour is principally directed.

We have been aſſured, Sir, that we are not charged for Capital; but if the incumbrances of the Theatre are rated in our account, we are actually charged for Capital under another name. Of this we are certain, that, whatever *free admiſſions* the Proprietors chooſe to grant as a part of the intereſt of their debts, are received on our nights without any recompenſe being made us.

The Tontine alone introduced at one time *an hundred additional perſons* with the right of occupying ſeats gratis on each Actor's Benefit; and on this right being granted to ſo formidable a body, not even the conſent of the Performers was aſked, nor the ſlighteſt intimation officially given to them of this encroachment on their emoluments.

You tell us, Sir, that all hazard is on the ſide of the Proprietors, and that we receive our incomes without riſk of any ſort. How can that be maintained, Sir? Should public favour be withheld from Covent-Garden Theatre, from what fund ſhould we derive our incomes? You may remember, Sir, for we have it ſtrongly in our recollection, that in the ſeaſon of 1795, when, in conſequence of the ſevere froſt, the Theatre was for *ſome few weeks only* but thinly attended, it was in agitation to perform but half the number of nights in the week; and, conſequently, the ſalaries of Performers to be proportionably reduced. The riſk, Sir, is mutual; then mutual ought to be the gains: yet, on the contrary, we preſume we have fully ſhewn, that, while the profits of Proprietors

prietors are abundantly ſuperior to what were known at any former period, the incomes of Actors, inſtead of being advanced in proportion, are moſt ſenſibly diminiſhed.

As we conceive, Sir, you muſt now be convinced, that our objections to certain points of conduct in the Proprietors are not ill founded, we conclude you will, in future, think better of our cauſe than to conſider it as giving riſe to the queſtion—" Whether the Theatre ſhall be governed and controlled by Eight Performers?—or, Whether the management ſhould remain with the Proprietors?"—We truſt, Sir, that our general conduct will bear teſtimony of our proper reſpect for every eſtabliſhment which ought to exiſt in a well-regulated Theatre; but when we find that the paſſive admiſſion of unaccounted-for charges and new reſtrictions only ſanctifies oppreſſion, and encourages ſtill greater attempts to diminiſh our incomes, and to wreſt from us by degrees every profeſſional privilege which formerly attached reſpectability to the Actor and comfort to the Man, we then conſider ourſelves called upon to teſtify a becoming reſiſtance of ar-

bitrary measures, and to declare that we will pursue every legal and honourable means to effect such a restoration of justice as will give us the rights which antient usage prescribes us to possess as Actors, and which, as subjects of the best Government in the world, we are entitled to enjoy as Men.

We are, Sir,

Your obedient humble Servants,

JOHN JOHNSTONE,
JOSEPH GEORGE HOLMAN,
ALEXANDER POPE,
JOS. S. MUNDEN,
CHARLES INCLEDON,
JOHN FAWCETT,
THOMAS KNIGHT,
HENRY ERSKINE JOHNSTON.

February 8th, 1800.

P. S. The determined hostility of Mr. Harris, manifested by his general and unequivocal behaviour towards us for many weeks, and confirmed by his refusal to attend to the application of an individual of our body, *(contrary to his repeated professions,)* on a

point irrelevant to the preſent differences, affords us conviction, that a chance of redreſs from the Proprietors no longer exiſts; we therefore ſhall proceed to ſolicit juſtice in the courſe preſcribed by law and precedent.

HAVING thus poſſeſſed the Public with the whole proceedings, and by that means ſecured our cauſe and conduct from miſrepreſentation, we hope we ſhall be accompanied with the wiſhes of all good men for the ultimate ſucceſs of our endeavours to reſcue the Members of that Profeſſion, which contributes ſo eſſentially to the rational entertainment of this great kingdom, from a ſtate of oppreſſion which no other ſubjects in it can poſſibly experience.

FINIS.

Printed by J. DAVIS, Chancery-Lane.

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Printed by J. Davis, Chancery-Lane.

SUPPLEMENT.

Meſſrs. Johnſtone, Holman, Pope, Incledon, Munden, Fawcett, Knight, and H. E. Johnſton,

THE Proprietors of Covent-Garden Theatre, being apprehenſive that the Publication you have announced for to-morrow may be productive of much ſerious miſchief to the Property, and alſo to yourſelves, and even endanger the tranquillity of the Public at the Theatre, *propoſe*, That all the objects for which you are ſo *injuriouſly* and *violently* contending be referred to the Lord Chamberlain, to whoſe deciſion the Proprietors will implicitly ſubmit *.

Covent Garden Theatre,
Feb. 18, 1800.

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* The above *anonymous* Letter was yeſterday *evening* delivered to the Performers to whom it is addreſſed.

On Mr. Lewis being applied to for a declaration of its authenticity, he acknowledged it to be genuine. It is therefore preſented, with its Anſwer, to the Public.

To

To the Proprietors of the Theatre-Royal, Covent-Garden.

THE Publication announced for to-morrow has for its object to do away the prejudices which may otherwiſe be imbibed againſt our Cauſe, from the clandeſtine repreſentations made by the Proprietors, or their Agents, on the preſent ſubſiſting differences. The Performers have no other point in view from the Publication, but ſimply to poſſeſs the Public with the *true ſtate of the caſe*. The method they have adopted moſt clearly evinces *that* to be their ſole intention; and as the Proprietors are informed of the principles on which they offer the caſe to the Public, they are ſurpriſed at ſo much averſion being expreſſed by them to the communication of *ſimple truth*. The *propoſition* of the Proprietors reſpecting the reference to the Lord Chamberlain is equally extraordinary. They muſt certainly have been always aware that an application to that Nobleman is the regular mode of proceeding eſtabliſhed by *law and precedent*; and conſequently the mode which we ſhall adopt for the redreſs of our grievances. The known impartiality and juſtice of the Noble Character who ſupports that high ſtation, aſſures us we ſhall experience

 that

that juſtice from him, which we have hitherto ſought in vain. Our Statement to the Public was never for a moment intended to interfere with that appeal, but is forced on us from the *partial communications of the Proprietors* demanding refutation by a full true Statement of all particulars. The Proprietors chooſe to ſay that we are *injuriouſly and violently* contending for our objects; and can they be ſurpriſed, while their aſperſions of us, even to ourſelves, are fraught with ſuch calumny, that we ſhould be anxious to appear to the world in our true garb, in preference to their unjuſtifiable repreſentation?

JOHN JOHNSTONE,
JOSEPH GEORGE HOLMAN,
ALEXANDER POPE,
JOS. S. MUNDEN,
CHARLES INCLEDON,
JOHN FAWCETT,
THOMAS KNIGHT,
HENRY ERSKINE JOHNSTON.

Theatre-Royal, Cov. Gard.
Half paſt 10 o'clock, *Feb.* 18, 1800.

Printed by J. DAVIS, Chancery-Lane.

that Justice from him, which we have hitherto sought in vain. Our Statement to the Public was never for a moment intended to interfere with that appeal, but is forced on us from the partial communications of the Proprietors, demanding refutation by a full true Statement of all particulars. The Proprietors decline to say that we are dismissed, and evidently contenting for our objects; and certainly they be surprised, while their adherents of us, even to ourselves, are fraught with such calumny that we should be anxious to appear [illegible] in our true garb, in preference to [illegible] reputation?

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